

MODIFICATIONS TO AIA DOCUMENT A701-1997, *Instructions to Bidders*

The provisions of these Modifications shall delete, replace and supplement the provisions contained in the "*Instructions to Bidders*", AIA Document A701-1997 Edition. The provisions contained in these Modifications will supersede any conflicting provisions of the AIA Document. The term "Agency", as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 2, BIDDER'S REPRESENTATIONS

2.1 Add the following subparagraph to paragraph 2.1:

2.1.5 This Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid, with any other Bidder or with any competitor.

ARTICLE 4, BIDDING PROCEDURES

4.1.1 Add the following sentence to subparagraph 4.1.1:

Only one copy of the Bid is to be submitted.

4.2.1 Delete subparagraph 4.2.1 and substitute the following:

4.2.1 Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Bid.

4.2.2 Delete Subparagraph 4.2.2 and substitute the following:

4.2.2 The Bid Bond shall be written on a form identical to that included in the Bidding Documents, and the attorney-in-fact who executes the Bid Bond on behalf of the surety shall affix to the Bid Bond a certified and current copy of the power of attorney.

4.2.3 Add the words "payment and performance" before the word "bonds"; and add the following to subparagraph 4.2.3:

As soon as the Bid prices have been compared, the Owner will return the Bid Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the Bid Bonds of the two remaining unsuccessful Bidders will be returned.

4.2 Add the following subparagraph to paragraph 4.2:

4.2.4 If a Bidder refuses to execute the Agreement or obtain the Performance and Payment Bonds, if required, within the agreed time, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.

4.3 Add the following subparagraphs to paragraph 4.3:

4.3.5 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, shall apply to the Contract throughout.

4.3.6 The Bidder agrees to abide by the requirements of Executive Order 11246, specifically including the provisions of the Equal Opportunity Clause and the Standard Federal Equal Employment Construction Contract Specifications set forth in the Supplementary Conditions.

4.3.7 The Bidder agrees to abide by the requirements of section 319 of Public Law 101-121, which pertains to lobbying activities and applies to recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. Each Bid shall be accompanied by a completed lobbying certification form identical to that included in the Bidding Documents.

4.3.8 The Bidder agrees to abide by the requirements under 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. Each Bid exceeding \$25,000 shall be accompanied by a relevant completed certification form identical to that included in the Bidding Documents.

4.4.1 Delete subparagraph 4.4.1 and substitute the following subparagraphs 4.4.1 and .1:

4.4.1 No Bidder may withdraw, modify or cancel a Bid within calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder, and the concurrence of the Agency.

.1 In the event the lowest responsive bidder requests to withdraw its bid after a bid opening due to an unintentional error in its contents, the Owner may waive informalities, accept the request, and keep the bid security provided by the Bidder.

4.4.4 Delete the words ", if required," from Subparagraph 4.4.4.

ARTICLE 5, CONSIDERATION OF BIDS

5.3.2 Delete subparagraph 5.3.2 and substitute the following:

5.3.2 The Owner shall determine the low Bidder based on the following method:

ARTICLE 7, PERFORMANCE BOND AND PAYMENT BOND

7.1.1 Delete the last sentence from subparagraph 7.1.1 and substitute "Both Bonds shall be separately written, each in the amount of the Contract Sum."

7.1.3 Delete subparagraph 7.1.3 and substitute the following:

7.1.3 Surety companies executing Bonds must hold a certificate of authority as a acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the Project is located.

7.2.1 Delete subparagraph 7.2.1 and substitute the following:

7.2.1 The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain Performance and Payment Bonds, if required, within calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice shall be accompanied by the necessary Agreement and Bond forms.

7.2.2 Delete subparagraph 7.2.2 and substitute the following:

7.2.2 The Bonds shall be written on forms identical to those included in the Bidding Documents.

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